

A RESOLUTION BY  
COMMUNITY DEVELOPMENT/  
HUMAN RESOURCES COMMITTEE

01- R -0785

**AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AMENDMENT #4 WITH THE ATLANTA DEVELOPMENT AUTHORITY (ADA) TO IMPLEMENT REDEVELOPMENT PLANS AND CARRY OUT OTHER REDEVELOPMENT OR ECONOMIC DEVELOPMENT TASKS; AND FOR OTHER PURPOSES.**

**WHEREAS**, a Resolution adopted by the City Council on June 18, 1997 and approved by the Mayor on June 18, 1997, authorized the Mayor to enter into a contractual agreement with the Atlanta Development Authority for five (5) years with five, five-year renewal options for the purpose of implementing redevelopment plans and carrying out other redevelopment or economic development tasks; and

**WHEREAS**, the City wishes to engage the Atlanta Development Authority to perform certain economic development and redevelopment activities.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:**

**SECTION 1:** That the Mayor be and hereby is authorized to enter into a contract amendment #4 with the Atlanta Development Authority for the fifth of a five year contract for the purpose of implementing redevelopment plans and carrying out other redevelopment or economic development tasks, in an amount not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00) for the fifth year, to be charged and paid from Account No. 1A01 524001 T21006.

**SECTION 2:** That the City Attorney be and is directed to prepare an appropriate contractual agreement **similar to the one attached** for execution by the Mayor, to be approved by the City Attorney as to form.

**SECTION 3:** That said contract shall not become binding on the City and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

OMC - Amendment Incorporated by tcp 6/11/01

A true copy,

*Rhonda Daughin Johnson*  
Municipal Clerk, CMC

ADOPTED as amended by the Council  
APPROVED by the Mayor

JUN 04, 2001  
JUN 08, 2001



## CONTRACT

BY AND BETWEEN  
THE CITY OF ATLANTA, GEORGIA  
AND  
THE ATLANTA DEVELOPMENT AUTHORITY  
Account No. 1A01-52400-1-T21006

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the City of Atlanta, a municipal corporation and Political Subdivision of the State of Georgia ( "City"), and the Atlanta Development Authority(Authority),is as stated below.

### WITNESSETH

**WHEREAS**, the City desires to continue to engage the services of the Authority to perform certain economic development functions on behalf of the City; and

**WHEREAS**, by Resolution adopted by the City Council on June 18, 1997 and approved by the Mayor on June 18, 1997, the Mayor was authorized to enter into a contractual agreement with the Atlanta Development Authority for five (5) years with five, five-year renewal options; and

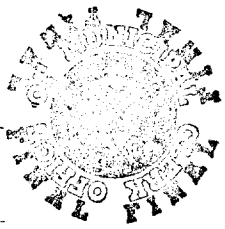
**WHEREAS**, the Authority wishes to continue performing the activities as herein outlined.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the sum of One Million Two Hundred Thousands Dollars (\$1,200,000.00) and the covenants, representations, warranties and agreements set forth herein, the parties hereto hereby agree as follows:

**WHEREAS**, by Resolution adopted by the Atlanta City Council on February 17, 1997 and approved by the Mayor on February 20, 1997 the Authority was designated as the Redevelopment Agency in the City of Atlanta in accordance with O.C.G.A. Section 36-44-1 et seq. (The Redevelopment Powers Law), and 36-61-1 et seq. (the Urban Redevelopment Law); and

**WHEREAS**, the Authority possesses the knowledge, skills, ability and expertise to perform such functions; and

**WHEREAS**, by Resolution adopted by Council and approved by the Mayor, the City was authorized to enter into this Agreement (said Resolution is hereto attached as Exhibit "A").



NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of One Million Two Hundred Thousands Dollars (\$1,200,000.00) and the covenants, representations, warranties and agreements set forth herein, the parties hereto hereby agree as follows:

1.

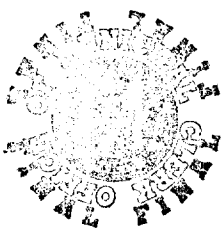
The Authority agrees to serve as the focal point for economic development, neighborhood revitalization and finance for projects and activities designated herein and as may be modified by further Council action.

A. These projects and activities include but are not limited to the following:

1. Develop a work program to implement redevelopment plans.
2. Develop a financial plan for underwriting the cost of the redevelopment program.
3. Secure funding for projects, programs, staffing and operations.
4. Manage the implementation of the work program.

B. Other activities to be carried out by the Authority include:

1. Coordinate, with the following agencies, including but not limited to the City of Atlanta, Georgia Department of Industry, Trade and Tourism, Metropolitan Atlanta Chamber of Commerce and business and community organizations, marketing efforts to attract prospective developers and new industries and to retain and expand existing business.
2. Cooperate with and support other governmental, non-profit, and private sector agencies and groups seeking to engage and/or encourage economic development and neighborhood revitalization activities.
3. Support developers and city government in streamlining approval and development processes.
4. Provide coordination and assistance to city departments on specific development projects.
5. Develop and distribute material designed to foster economic development and neighborhood revitalization within the city.
6. Assist developers in arranging specific development proposals.
7. Advise the Mayor, Council and city departments on general economic development matters, including recommendations on legislation.
8. Assist the city in resolving problems with developers, the development process, and other economic development related matters.



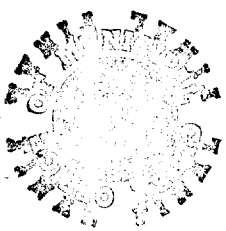
9. Prepare and coordinate specific development proposals as opportunities arise or as they may come to the attention of the city, the Department of Industry, Trade and Tourism, the Metropolitan Chamber of Commerce or other organizations.
  10. Coordinate development of financial packaging with commercial lenders and public finance agencies, including, but not limited to the Urban Residential Finance Authority, Downtown Development Authority, Atlanta Housing Authority, Georgia Housing Finance Authority, Atlanta Neighborhood Development Partnership and the Enterprise Foundation.
  11. Promote, in general, the City of Atlanta.
- C. Implement existing and new redevelopment plans as directed by the Mayor and Council, and carry out tasks designed to augment, improve, support and/or encourage redevelopment or economic development in those communities designated by the City. All redevelopment plans will be coordinated with the Department of Planning, Development and Neighborhood Conservation, the Atlanta Empowerment Zone and affected NPU's and neighborhood organization, and submitted to the Mayor and City Council for review and approval. Activities shall include, but not be limited to implementing redevelopment plans for Summerhill, Mechanicsville, Peoplestown, Old Fourth Ward, Butler/Auburn, Metropolitan Parkway and MLK/Ashby, in conjunction with the City and Community Development Corporations (CDC's), where appropriate and designing and constructing infrastructure improvements and open spaces in connection with adopted redevelopment plans and economic development and neighborhood revitalization initiatives.
- D. Perform the public oversight function on behalf of the City for Municipal Market and Underground Atlanta and other public and public-private partnerships initiated by the City (Mayor and Council).

## 2.

The Authority shall perform the functions and duties set forth herein in accordance with all applicable laws, ordinances, codes, regulations and requirements of the City, County, State, and Federal governments. The Authority will complete all activities in conformance with the City of Atlanta's Comprehensive Development Plan (CDP).

The Authority will provide for community input and involvement in development and redevelopment planning and implementation as set forth in properly approved redevelopment plans. This process is to include but not be limited to the following:

The Authority shall obtain community input and involvement in economic and community development policymaking, planning and implementation by coordinating its work with the appropriate NPU's, CDC or other duly constituted representative body, organized in any manner deemed appropriate by the NPU. With respect to the Authority's consideration of any economic or redevelopment project, the Authority shall be required to promptly inform the NPU of the anticipated projects and arrange to have at least one informational meeting with the NPU or



community prior to implementation of any project.

The department of Planning Development and Neighborhood Conservation, APAB, City Council, and AHAND through their designated representatives shall establish criteria and will determine the selection process by which impacted neighborhoods and their respective NPU's will contract through City Council for the services of the Atlanta Development Authority.

3.

In exchange for said services, the City agrees to pay a fee to the Authority in the amount of One Million Two Hundred Thousands Dollars (\$1,200,000.00) for the period beginning January 1, 2001 and ending December 31, 2001. As additional amounts are authorized through the City of Atlanta legislative process, for services, activities, and/or projects to be performed by the Authority, this Agreement may be amended by City Council, as appropriate.

4.

The Authority shall function under a multi-year contract with an original term of five (5) years with five, five-year renewal options for the purpose of creating and implementing redevelopment plans and carrying out tasks designed to augment, improve, support, or encourage redevelopment or economic development of communities. This Agreement may be amended administratively in subsequent years by the Department of Planning, Development and Neighborhood Conservation, upon the allocation of additional funds by the City for the Authority.

5.

Either party shall have the right to terminate the Agreement upon thirty (30) days written notice, provided that upon termination, the Authority shall return all unspent funds.

6.

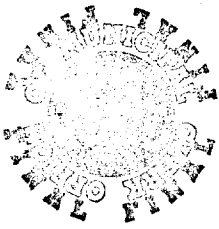
The Authority shall provide quarterly reports to the Mayor and Council containing information with respect to the nature, status, and progress of the activities being performed pursuant to this Agreement.

7.

The Authority shall maintain such property, casualty, fire, hazard and liability insurance as the City may require and on all such insurance policies, the City shall be named as additional insured.

8.

The Authority agrees to indemnify and hold harmless the City, its officers, agents and employees from any and all losses, expenses, demands and claims against the City, its officers, agents and employees sustained or alleged to have sustained in connection with or to have arisen out of or resulting from the performance of the Authority's duties hereunder. The Authority further agrees that this Agreement to indemnify and hold



harmless the City, its officers, agents and employees shall not be limited to the limits or terms of the liability insurance required under this Agreement.

9.

The Authority agrees to comply with the City's equal employment opportunity goals attached hereto as Exhibit "C".

10.

The Authority shall assume, and is liable for the cost of fines, penalties, and interest resulting from violations of, or failure to comply with City, Federal, or State laws and regulations, and agrees to hold the City harmless in every respect against liability for any and all taxes.

11.

Funds of the contract budget may be shifted between line items of the contract budget with advance written approval by the City through the Department of Planning, Development and Neighborhood Conservation, only to the extent that such action does not exceed ten percent (10%) of the total contract budget. If the total amount of such transfer exceed then percent (10%) of the total contract budget, legislative approval is required.

12.

The Authority agrees that the City may carry out monitoring, evaluation and auditing activities as the City deems necessary.

13.

The Authority shall maintain such records and accounts as are deemed necessary by the City, and The Authority shall permit representatives of the City to have full access to and the right to examine any books, documents, papers and records involving transactions related to this contract.

14.

- A. Any publicity given to a project or projects hereunder must identify the City of Atlanta as sponsoring agency.
- B. Any release of information to the news media pertaining to the services as stated herein must have prior approval from the Chief Operating Officer of the City. The Authority further agrees to coordinate with the City all planning efforts relating to promotional activities.
- C. The names of the Mayor, President of Council, and Councilmembers shall be listed on all publications and advertisements regarding activities resulting from this Agreement.



15.

No employee, officer or agent of the Authority shall participate in the selection, award or administration of a project or sub-contract in which City funds are used, where, to his/her knowledge he/she or his/her immediate family or partner has a financial interest or with whom he/she is negotiating or has any arrangement concerning prospective employment or has a financial or other interest in the firm selected. The Authority's officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from developers, subcontractors or potential subcontractors.

With respect to projects including the acquisition and disposition of real property, or the rehabilitation, preservation, and other improvements of private properties or facilities, or grants, loans and other assistance to businesses, individuals, and other private entities, not employee, agent, consultant or officer who is in a position to participated in the decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest in any contract, sub-contract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

16.

- A. Binding Effect. This Agreement shall be binding on and inure to the benefit of and be enforceable by the respective successors and assigns of the parties. A party hereto may not assign any rights under this Agreement without the prior written consent of the other party.
- B. Multiple Counterparts. This Agreement may be executed in several counterparts, each of which, when, so executed and delivered, shall constitute an original counterpart for all purposes.
- C. Amendments. This Agreement may not be amended, modified, or terminated unless same is in writing in accordance with Paragraph 4.

17.

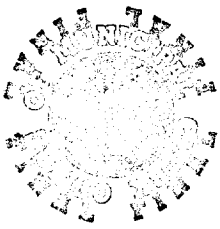
Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

18.

Severability. Should any provision of this Agreement be held or deemed to be or shall, in fact, be unenforceable or inoperative, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

19.

Notices and Communications. All notices and communications relating to this Agreement shall be addressed to the following representatives of the City and the Authority, or their successors in office:



**CITY:**

**Michael Dobbins  
Commissioner, Planning, Development  
and Neighborhood Conservation  
City of Atlanta  
55 Trinity Avenue, SW  
Atlanta, Georgia 30335**

**Clerk of Council  
55 Trinity Avenue, SW  
Atlanta, Georgia 30335**

**CONTRACTOR:**

**Kevin Hanna  
President  
Atlanta Development Authority  
86 Pryor Street, SW  
Suite 300  
Atlanta, Georgia 30303**

**PROJECT TIMETABLE**

Activities under this Agreement are on-going initiatives and will be implemented over the term of this Agreement.

**ADMINISTRATION**

This contract will be administered by the Department of Planning, Development and Neighborhood Conservation and may be amended by City Council upon Council approval of additional funds for the Authority.

**BUDGET**

See Attached.





IN WITNESS WHEREOF, the parties hereto, by and through their duly constituted officers, have hereunto set their hands and seals on the date first above written.

ATTEST

CITY OF ATLANTA

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Mayor

ATTEST

Atlanta Development Authority

  
\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
President/Vice President

APPROVED:

APPROVED:

\_\_\_\_\_  
Commissioner/Deputy Commissioner  
Planning, Development and  
Neighborhood Conservation Services

\_\_\_\_\_  
Chief Operating Officer

APPROVED:

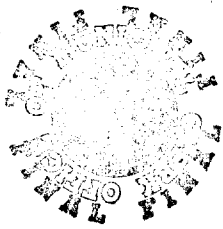
APPROVED:

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
City Attorney

RECOMMENDED:

\_\_\_\_\_  
Director, Purchasing and Real Estate



Atlanta Development Authority  
January 1, 2001 through December 31, 2001

<b>Salaries and Benefits</b>	
Staff salaries	749,909
Staff fringe benefits	265,091
 Total staff salary and fringes	 1,015,000
<b>General &amp; administrative expenses:</b>	
Staff Travel	0
Office Rent	135,000
Equipment Purchase	0
Material and Supplies	0
Utilities	0
Insurance Expense	0
Contractual Services	0
Printing and Reproduction	0
Miscellaneous Direct Costs	
Indirect Costs	
Audit and other consultants	50,000
Total general and administrative	<u>          </u>
 <b>Development Expenses:</b>	
Redevelopment Consultants	<u>          0</u>
Total development	
 <b>Total expenses</b>	 <u><u>\$ 1,200,000</u></u>

RCS# 2912  
6/04/01  
2:56 PM

Atlanta City Council

Regular Session

CONSENT

Pages 1 thru 12

ADOPT

YEAS: 12  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 3

SEE ATTACHED LISTING OF  
ITEMS ADOPTED/ADVERSED  
ON CONSENT AGENDA

*Unanimous*

Y McCarty	B Dorsey	Y Moore	Y Thomas
Y Starnes	Y Woolard	Y Martin	Y Emmons
Y Bond	B Morris	Y Maddox	Y Alexander
Y Winslow	Y Muller	B Boazman	NV Pitts

ITEM (S) REMOVED FROM  
CONSENT AGENDA

01-O-0653  
01-O-0663  
01-O-0664  
01-O-0835  
01-R-0181  
01-R-0851

CONSENT

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**06/04/01 Council Meeting**

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**ITEMS ADOPTED ON  
CONSENT AGENDA**

1. 01-O-0821
2. 01-O-0834
3. 01-O-0833
4. 01-O-0492
5. 01-O-0671
6. 01-O-0717
7. 01-O-0825
8. 01-O-0826
9. 01-O-0837
10. 01-R-0832
11. 01-R-0308
12. 01-R-0836
13. 01-R-0784
14. 01-R-0785
15. 01-R-0822
16. 01-R-0352
17. 01-R-0792
18. 01-R-0846
19. 01-R-0794
20. 01-R-0795

**ITEMS ADVERSE  
ON CONSENT AGENDA**

21. 01-R-0796
  22. 01-R-0797
  23. 01-R-0798
  24. 01-R-0799
  25. 01-R-0800
  26. 01-R-0801
  27. 01-R-0802
  28. 01-R-0803
  29. 01-R-0804
  30. 01-R-0805
  31. 01-R-0806
  32. 01-R-0807
  33. 01-R-0808
  34. 01-R-0891
  35. 01-R-0810
  36. 01-R-0811
  37. 01-R-0812
  38. 01-R-0813
  39. 01-R-0814
  40. 01-R-0815
  41. 01-R-0816
  42. 01-R-0817
-

01-R-0785

(Do Not Write Above This Line)

A RESOLUTION BY  
COMMUNITY DEVELOPMENT/  
HUMAN RESOURCES COMMITTEE

AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
AMENDMENT #4 WITH THE ATLANTA DEVELOPMENT  
AUTHORITY (ADA) TO IMPLEMENT REDEVELOPMENT  
PLANS AND CARRY OUT OTHER REDEVELOPMENT OR  
ECONOMIC DEVELOPMENT TASKS; AND FOR OTHER  
PURPOSES.

ADOPTED BY

JUN 0 4 2001

COUNCIL

- As Amended*
- ☐ CONSENT REFER
  - ☐ REGULAR REPORT REFER
  - ☐ ADVERTISE & REFER
  - ☐ 1st ADOPT 2nd READ & REFER
  - ☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred to \_\_\_\_\_

Committee <i>C.D. H.R.</i>	Committee
Date <i>6/12/01</i>	Date
Chair <i>Johnnie Williams</i>	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other: <i>no amendment</i>	Other:
Members <i>Henry D. Smith Johnnie Williams Alvin M. Williams</i>	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other:	Other:
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd  
Readings  
☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

CERTIFIED  
JUN 0 4 2001

ATLANTA CITY COUNCIL PRESIDENT

*Robert A. Parker*

CERTIFIED  
JUN 0 4 2001

*Ronald Douglas Johnson*  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

JUN 0 8 2001

MAYOR

*Johnnie Williams*